

S. 100.

SAPC 3508
COPY 1 OF 1

January 16, 1956

Dear George:

In the hope that it may facilitate the early signing of initial contractual authorization for additional work, I am enclosing a draft of Letter Contract, patterned on our previous ones, which I believe would be appropriate.

Our visitors here last week indicated that they expected that a letter contract authorization would be issued soon after the return to his office, about today, of the person whose signature is necessary on the transfer paper which was awaiting his return (i.e., confirming the indication in our brief conversation the middle of last week).

Very truly yours,

Bob

DOCUMENT NO. 251
NO CHANGE IN CLASS.
 EXCLUDED
CLASS. BLDG. 101 101 280
NEXT REV. 1981
AUTH: MR. YOUNG
DATE: 10/14/81 MURKIN 281-032

7-6 - Original AF/Master

LETTER CONTRACT DESIGNATED
SUPPLEMENTAL AGREEMENT NO. 3
TO CONTRACT NO. SP-1913

*Lockheed Aircraft Corporation
Burbank, California*

Gentlemen:

1. An order is hereby placed with you for the supplies and services described in your letter dated November 29, 1955, herein designated as Appendix I hereto, copies of which are in the possession of the Government and the Contractor.

2. Except as otherwise expressly provided to the contrary herein, you are directed, upon your acceptance of this order, to proceed immediately to procure the necessary materials, supplies and services, and to do all other things necessary to expeditiously and promptly perform the contract work on schedule.

3. By your acceptance hereof, you undertake without delay to proceed to negotiate a definitive Supplemental Agreement with the Government to supersede this Letter Contract order, the terms and conditions of which may or may not be at variance with the provisions of this order. It is expected that we can reach agreement on such a definitive Supplemental Agreement by approximately May 31, 1956, but the failure of either party to do so by that date will not in any way affect performance hereunder.

25X1A 4. You are not authorized to expend or obligate in furtherance of your performance hereunder more than [redacted] in the aggregate.
25X1A *under this Letter Contract* [redacted]

5. Title to all Government-furnished property shall remain in the Government and shall be so identified while in possession of the Contractor, as directed by the Contracting Officer.

6. Pending the execution of a definitive Supplemental Agreement, any termination by the Government will be governed by the standard termination provisions of the Armed Services Procurement Regulations, as modified by security requirements and the particular circumstances of this order.

7. Progress payments will be made as the work progresses, upon the presentation of invoices showing the costs incurred and chargeable to this Letter Contract. Such invoices shall not be presented more frequently than once each month, unless more frequent presentation is approved by the Contracting Officer. Such progress payments shall be made to the extent of 90% of the amount of such invoices. The aggregate amount of progress payments made to you hereunder shall not exceed [redacted]. If the Government shall make any progress payments to you hereunder, the title to all materials, parts, assemblies, subassemblies, supplies, equipment and all other property, theretofore or thereafter purchased, constructed or otherwise acquired by you for the performance of this Letter Contract, shall automatically pass to and vest in the Government. Such passage and vesting of title shall neither impair any rights of the Government hereunder, nor relieve you of any of your obligations nor deprive you of any of your rights hereunder. Costs incurred prior to the date of this Letter Contract and which, if incurred subsequent to the date thereof would have been considered as allowable costs hereunder, shall be considered as allowable costs hereunder.

8. It is contemplated that this order will be governed by standard clauses utilized in other contracts between your Company and the Government. Public policy provisions required by law, regulation or Executive Order will similarly apply.

¹⁰ You will report to the Government at periodic intervals as to the progress being made hereunder.

¹¹ Upon signature by you and return of the original of this letter, it will constitute a contract on the terms set forth herein. Only one copy will be retained in your files under such security conditions as the Government may impose. Copies will not be made without the Government's permission.

11. you shall not reveal (i) the specific nature or any details of the work being performed hereunder or (ii) any information whatsoever with respect to the department of the Government sponsoring this contract and the work hereunder, except as you are directed or permitted to reveal such information by the Contracting Officer hereunder or by the Contracting Officer's duly authorized representative for security matters.

9. Prior to the negotiation of the definitive contract to upgrade this letter contract, you shall provide the Contracting Officer with any additional information^(a) required to make fully document Appendix I hereto, and as requested by the Government to complete its files with respect to this procurement. Such information shall include, but shall not be limited to, specifications, drawings, diagrams, performance test reports and evaluations^{intended costs and cut breakdowns} and similar and related information.

THE UNITED STATES GOVERNMENT

ACCEPTED FOR

By _____

(Seal)

By _____
Authorised Contracting Officer